

Memorandum



Date: June 3, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over a horizontal line.

Agenda Item No. 8(O)(3)

****Consent Decree****

Subject: Resolution approving Amendment Number Two to non-exclusive Professional Services Agreement Number 07BRCA004: Miami-Dade Water and Sewer Department Project Number E06-WASD-13 with Brown and Caldwell (Corporation) increasing total compensation by \$4,500,000.00, from \$8,800,000.00 to \$13,300,000.00

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of Amendment Number Two to non-exclusive Professional Services Agreement Number 07BRCA004: Miami-Dade Water and Sewer Department (WASD) Project Number E06-WASD-13 with Brown and Caldwell (Corporation). Amendment Number Two increases total compensation by \$4,500,000.00, bringing the total from \$8,800,000.00 to \$13,300,000.00. It will provide Brown and Caldwell (Corporation) with additional monies needed to start work on significant capital improvements projects and assist WASD in-house staff with time-sensitive wastewater projects required by the Consent Decree for the North District Wastewater Treatment Plant and its appurtenant facilities.

Two (2) other amendments to non-exclusive professional services agreements requesting the same amount of additional monies to commence work on pending Consent Decree projects at the County's South and Central District Wastewater Treatment Plants are also included on this Agenda. Like Brown and Caldwell (Corporation), the other two consultants were awarded original agreements in October 2007. All three (3) agreements originally had total compensation amounts of \$8,800,000.00, and all three (3) originally had six (6) year terms, which, through Board-approved prior amendments, have been extended to eight (8) year terms.

SCOPE OF AGENDA ITEM

The North District Wastewater Treatment Plant is located at 2575 N.E. 156 Street, North Miami, Florida in Commission District 4, Sally Heyman.

FISCAL IMPACT/FUNDING SOURCE

The funding sources for Amendment Number Two are a combination of the Department's (1) Wastewater Renewal Fund, 2) WASD 2013 Revenue Bond, 3) WASD Revenue Bond Sold, and 4) Future WASD Revenue Bonds. The capital project number is 9653411-North District Upgrades Wastewater Treatment Plant. Sufficient funding is available in the County's current and future budgets until the eight (8) year term of this non-exclusive Professional Services Agreement is completed and final payment is made to Brown and Caldwell (Corporation).

Of the original \$8,800,000.00 contract amount, \$6,049,621.62 has been authorized to be paid to Brown and Caldwell (Corporation) for ongoing work and work completed. The remaining balance of

\$2,686,520.00 has already been allocated for other needed renewal and replacement projects at the North District Wastewater Treatment Plant and for two (2) time-sensitive Consent Decree Projects: the Plant-Wide Electrical Basis of Design Report and the Flood Mitigation Basis of Design Report. The remaining balance of \$63,858.38 is available to use however, it is an insufficient dollar amount to fund any of WASD's needed capital projects at the North District Wastewater Treatment Plant.

The requested increase of \$4,500,000.00 will be utilized for the projects listed below, which are all necessary to sustain the reliability of the operations at the North District Wastewater Treatment Plant. These projects include one (1) renewal and replacement project and ten (10) pending Consent Decree projects as shown below.

Project Name	Type of Project
Doral Force Main Improvements	Renewal & Replacement
Electrical Upgrade Design in High Purity Oxygen Plant	Consent Decree
Replacement of Switchgear for Pump Station No. 0414	Consent Decree
Replacement of Switchgear & Rehabilitation of Wet Well for Pump Station No. 0415	Consent Decree
Replacement of Switchgear for Pump Station No. 0416	Consent Decree
Replacement of Switchgear & Rehabilitation of Wet Well for Pump Station No. 0417	Consent Decree
Replacement of Plumbing & Electrical Equipment at Pump Station No. 0301	Consent Decree
Upgrade of Pump Station No. 0488	Consent Decree
Headworks Project Engineering Services during Construction	Consent Decree
Chlorination Building Engineering Services during Construction	Consent Decree
Replacement of Asbestos Cement Pipe throughout the Sewer Collection System	Consent Decree

TRACK RECORD/MONITOR

WASD's Deputy Director of Capital Improvements and Regulatory Compliance, Juan Carlos Arteaga, AIA, NCARB, and WASD's Assistant Director of Wastewater, Ralph Terrero, P.E., will continue to monitor this non-exclusive Professional Services Agreement with Brown and Caldwell (Corporation).

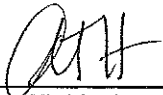
BACKGROUND

The North District Wastewater Treatment Plant was built in the late 1970's in North Miami. The treated wastewater effluent is disposed of via an ocean outfall two (2) miles off the coast and four (4) deep injection wells. Due to the corrosive nature of sanitary sewage and the proximity of this facility to the marine environment, structures and component parts of the facility require extensive maintenance and experience a shorter life than other similar facilities.

Brown and Caldwell (Corporation) was awarded the original six (6) year, \$8,800,000.00 non-exclusive Professional Services Agreement on October 11, 2007 to provide engineering and construction management services at the North District Wastewater Treatment Plant. On September 17, 2013, in order to provide Brown and Caldwell (Corporation) with additional time to complete various engineering and construction management services for renewal and replacement projects at the Plant, the Board approved Amendment Number One via Resolution R-750-13, which extended the Agreement by two (2) additional years to an end date of October 11, 2015. At that time, no additional monies were added to this non-exclusive Professional Services Agreement.

Because the selection of the Program and Construction Management Services Consultant for the County's Consent Decree work has been delayed, the selection of the three (3) design consultants for several time-sensitive projects under the Consent Decree has also been delayed. In order to avoid any further setbacks, Amendment Number Two will allow some of the required design work to start. Notably, work will be assigned on an as-needed basis and consistent with WASD's approved budget.

A Community Business Enterprise goal of thirty-five percent (35%) was established as a part of the original contract and will also be applied to the additional compensation in Amendment Number Two. On January 27, 2014, a Notice of Deficiency was issued to Brown and Caldwell (Corporation) by the Small Business Development Division concerning compliance with the thirty-five percent (35%) participation goal. Brown and Caldwell (Corporation) responded that compliance with the participation goal had been impacted by the number of projects scheduled under this non-exclusive Professional Services Agreement that were canceled by the Department. Approximately two years ago, WASD did cancel projects due to other capital expenditure requirements. However, with the approval of Amendment Number Two, the design work assigned for the Consent Decree projects under this non-exclusive Professional Services Agreement will increase Community Business Enterprise participation. Brown and Caldwell (Corporation) has indicated that Community Business Enterprise participation will increase in the near future and that the goal will be achieved by the contract completion date.



Alina T. Hudak
Deputy Mayor

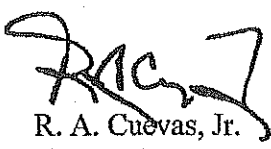


MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: June 3, 2014

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(0)(3)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(0)(3)
6-3-14

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT NUMBER TWO TO NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT NUMBER 07BRCA004; PROJECT NUMBER E06-WASD-13 WITH BROWN AND CALDWELL (CORPORATION) PROVIDING FOR ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR THE DESIGN OF UPGRADES TO MIAMI-DADE WATER AND SEWER DEPARTMENT'S NORTH DISTRICT WASTEWATER TREATMENT PLANT AND ITS APPURTENANT FACILITIES; INCREASING TOTAL COMPENSATION BY \$4,500,000.00, FROM \$8,800,000.00 TO \$13,300,000.00; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves Amendment Number Two to the non-exclusive Professional Services Agreement Number 07BRCA004, Project Number E06-WASD-13 with Brown and Caldwell (Corporation) in substantially the form attached hereto and made a part hereof. Amendment Two authorizes Brown and Caldwell (Corporation) to continue to provide engineering and construction management services for the design of upgrades to the Miami-Dade Water and Sewer Department's North District Wastewater Treatment Plant and its appurtenant facilities with an increase of total compensation by \$4,500,000.00, from \$8,800,000.00 to \$13,300,000.00. The Board authorizes the County Mayor or Mayor's designee to execute same and exercise the provisions contained therein for and on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman

Lynda Bell, Vice Chair

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Jean Monestime

Sen. Javier D. Souto

Juan C. Zapata

Esteban L. Bovo, Jr.

Audrey M. Edmonson

Barbara J. Jordan

Dennis C. Moss

Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.


MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman





Carlos A. Gimenez, Mayor

Internal Services Department

Small Business Development

111 NW 1 Street, 19th Floor

Miami, Florida 33128

T 305-375-3111 F 305-375-3160

February 10, 2014

Via E-mail and US Mail
(rortiz@brwnncald.com)

Mr. Roberto S. Ortiz, P.E.
Brown and Caldwell
135 San Lorenzo Avenue, Suite 630
Coral Gables, FL 33146

RE: Project No. E06-WASD-13, Design of Upgrades to Miami-Dade Water and Sewer Department's Wastewater Treatment Plants

Dear Mr. Ortiz:

Small Business Development (SBD) has reviewed Brown and Caldwell's reply to our January 27, 2014, Notice of Deficiency (NOD) concerning compliance with the 35% Community Business Enterprise (CBE) goal on the referenced project. In its reply, Brown and Caldwell reported that one reason the CBE utilization is low is because none of the projects designed under E06-WASD-13 proceeded to the construction phase. The construction management services for these projects were to be performed by a CBE sub-consultant. In addition, Task #6 which included over 50% in CBE participation was stopped by the Water and Sewer Department (WASD). Currently the firm has seven (7) proposals including Task #6 that will be submitted to WASD in the near future, which will increase the CBE participation on the project. Brown and Caldwell indicated the CBE goal will be achieved by contract completion.

The WASD Project Manager Humberto Codispoti confirmed Brown and Caldwell's compliance with the goal was impacted when tasks that were planned were placed on hold for more than two years and is also confident the goal will be met through work available for CBEs on the remaining tasks. Please be advised that in order to comply with the CBE program requirement, by project completion, Brown and Caldwell must provide SBD with signed agreements with its CBE firms that comply with Letter of Intent (LOIs) submitted at time of bid and achieve the 35% CBE goal.

In addition, Brown and Caldwell also requested SBD's guidance on how to properly document a change in a CBE's scope of work on a project. Deviations from the LOIs must receive prior approval from SBD. To obtain our approval for a change in a CBE's scope work, please submit a letter to the SBD Division Director requesting the change, the reason for the change and a revised LOI. Should you have any questions, please contact Alice Hidalgo-Gato, Contract Monitoring and Compliance Section Manager, at (305) 375-3153.

Sincerely,

Gary T. Hartfield
Division Director

c: Rudy Ortiz, President, CES Consultants, Inc. (cesinfo@cesconsult.com)
Antonio Acosta, President, A & P Consulting Transportation Engineers Corp. (aaacosta@apcte.com)
Thomas Kaderabek, President, Kaderabek Company (tom@kaderabek.com)
Brenda Westhorp, President, Westhorp & Associates, (brenda.westhorp@westhorp.com)
Jorge Avino, President, Avino & Associates, Inc. (javino@avinoandassociates.com)
Patty David, Acting Chief, IAS, WASD
Humberto Codispoti, Construction Manager, WASD
Veronica Clark, Assistant to the Director, SBD, ISD

Delivering Excellence Every Day



Carlos A. Gimenez, Mayor

**Internal Services Department
Small Business Development**

111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

March 12, 2014

Via E-mail and US Mail
(rortiz@brwnncald.com)

Mr. Roberto S. Ortiz, P.E.
Brown and Caldwell
135 San Lorenzo Avenue, Suite 630
Coral Gables, FL 33146

RE: Project No. E06-WASD-13, Design of Upgrades to Miami-Dade Water and Sewer Department's Wastewater Treatment Plants

Dear Mr. Ortiz:

Small Business Development (SBD) is responsible for monitoring awarded contracts for compliance with Community Business Enterprise (CBE) program, §2-10.4.01 et seq., Code of Miami-Dade County, hereinafter referred to as the Code. Pursuant to the Code, deviations from the Letter of Intent (LOI) submitted at the time of bid, require approval from SBD. Our records indicate the referenced project was awarded to Brown and Caldwell with a 35% or \$2,800,000.00 (\$8,000,000.00 x 35%) CBE Measure.

On March 7, 2014, B&C submitted a request to expand the scope of services to be provided by CES Consultants, Inc. (CES) to include all the areas/categories the firm is technically certified to perform in order to achieve the 15% CBE commitment. Currently, CES is scheduled to perform work in category 17.00. B & C would like to following categories 3.01, 3.02, 3.04, 3.05, 3.09, 6.01, 6.02, 6.03, 9.02, 9.03, 10.01, 11.00, 12.00, 16.00 and 19.03. SBD contacted CES and the firm had no objections with this request. Based on a review of the project file and input from the Miami-Dade Water and Sewer Department, the request is hereby approved.

However, please be advised three (3) of the areas/category 6.01, 9.02 and 16.00 are currently scheduled to be performed by Westthrop & Associates, Inc., Kaderabek Company and A & P Consulting Transportation Engineers, respectively. The commitments to Westthrop and A & P firms must be fulfilled. Kaderabek is no longer CBE certified, as such dollars paid to it as of January 5, 2012 for services performed cannot be counted towards the 35% CBE goal.

Should you have any questions, please contact Alice Hidalgo-Gato, Contract Monitoring and Compliance Section Manager, at (305) 375-3153.

Sincerely,

Gary T. Hartfield
Division Director

c: Rudy Ortiz, President, CES Consultants, Inc. (cesinfo@cesconsult.com)
Brenda Westthrop, President, Westthrop & Associates, Inc. (Brenda.westthrop@westthrop.com)
Thomas Kaderabek, President, Kaderabek Company (tom@kaderabek.com)
Antonio Acosta, President, A & P Consulting Transportation Engineers Corp. (agacosta@apcefe.com)
Patty David, Acting Chief, IAS, WASD
Humberto Codispoti, Construction Manager, WASD
Veronica Clark, Assistant to the Director, SBD, ISD
Substitution File

Delivering Excellence Every Day

FY 2013 - 14 Adopted Budget and Multi-Year Capital Plan

SOUTH DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT

PROJECT #: 9653401

DESCRIPTION: Construct plant process improvements including injection and monitoring wells, installation of emergency generators, acquiring a land buffer, construction of a landfill gas pipeline, installation of co-gen units, and construction of sludge handling facilities

LOCATION: 8950 SW 232 St
Unincorporated Miami-Dade County

District Located: 8
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Wastewater Connection Charges	13,500	0	0	0	0	0	0	0	13,500
Wastewater Renewal Fund	3,296	2,206	0	0	0	0	0	0	5,502
Future WASD Revenue Bonds	0	0	2,280	450	0	11,250	0	0	13,980
WASD 2013 Revenue Bond	250	0	0	0	0	0	0	0	250
WASD Revenue Bonds Sold	10,998	0	0	0	0	0	0	0	10,998
WASD Future Funding	0	0	0	0	0	0	0	182,500	182,500
TOTAL REVENUES:	28,044	2,206	2,280	450	0	11,250	0	182,500	226,730
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	15,013	4,545	6,148	358	0	8,890	0	144,211	179,163
Construction	3,986	1,206	1,632	94	0	2,360	0	38,289	47,567
TOTAL EXPENDITURES:	18,999	5,751	7,780	450	0	11,250	0	182,500	226,730

NORTH DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT

PROJECT #: 9653411

DESCRIPTION: Construct a chlorine improvement process, replace sluice gates in the pre-treatment bar screen room, and provide for various upgrades and rehabilitation of the plant

LOCATION: 2575 NE 151 St
North Miami

District Located: 4
District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Wastewater Renewal Fund	2,484	0	0	0	0	0	0	0	2,484
Future WASD Revenue Bonds	0	0	2,236	2,308	6,993	556	0	0	12,093
WASD 2013 Revenue Bond	1,404	0	0	0	0	0	0	0	1,404
WASD Revenue Bonds Sold	1,000	0	0	0	0	0	0	0	1,000
TOTAL REVENUES:	4,888	0	2,236	2,308	6,993	556	0	0	16,981
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	263	106	169	175	529	42	0	0	1,284
Construction	3,137	1,264	2,013	2,077	6,295	500	0	0	15,286
Equipment Acquisition	84	34	54	56	169	14	0	0	411
TOTAL EXPENDITURES:	3,484	1,404	2,236	2,308	6,993	556	0	0	16,981

Exit



Capital Improvements Information System

Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
WS	E01- WASD-05. Project 3. EP 2 WO: Task 09	PSA	<u>Brown and Caldwell</u>	11/6/2006	Nzeribe Ihekweba	Completion of study or design	<u>3.5</u>
WS	E01- WASD-05. Project 3. EP 2 WO: Task 07	PSA	<u>Brown and Caldwell</u>	2/5/2007	Peter M Jelonek	Completion of study or design	<u>3.9</u>
WS	E01- WASD-05. Project 3. EP 2 WO: Task 08	PSA	<u>Brown and Caldwell</u>	6/20/2008	Peter M Jelonek	Project conclusion or closeout	<u>3.8</u>
WS	E01- WASD-05. Project 3. EP 2 WO: Task 12	PSA	<u>Brown and Caldwell</u>	6/20/2008	Peter M Jelonek	Project conclusion or closeout	<u>3.4</u>
WS	E06- WASD-13 WO: 01	PSA	<u>Brown and Caldwell</u>	12/29/2008	Humberto Codispoti	Completion of study or design	<u>4.0</u>
WS	E06- WASD-13 WO: 3	PSA	<u>Brown and Caldwell</u>	11/16/2009	Humberto Codispoti	Completion of study or design	<u>4.0</u>
WS	E06- WASD-13 WO: 4	PSA	<u>Brown and Caldwell</u>	8/20/2010	Humberto Codispoti	Completion of study or design	<u>4.0</u>
WS	E06- WASD-13 WO: 2	PSA	<u>Brown and Caldwell</u>	8/20/2010	Humberto Codispoti	Completion of study or design	<u>4.0</u>
WS	E01- WASD-05. Project 3. EP 2 WO: Task 14	PSA	<u>Brown and Caldwell</u>	9/12/2011	Larry Samuels	Project conclusion or closeout	<u>4.0</u>
WS	E01- WASD-05. Project 3. EP 2 WO: Task 02	PSA	<u>Brown and Caldwell</u>	3/12/2012	Larry Samuels	Completion of study or design	<u>4.0</u>
WS	E06- WASD-13 WO: 9	PSA	<u>Brown and Caldwell</u>	8/16/2012	Humberto Codispoti	Completion of study or design	<u>4.0</u>
WS	E06- WASD-13 WO: 11	PSA	<u>Brown and Caldwell</u>	9/9/2013	Humberto Codispoti	Completion of study or design	<u>4.0</u>

Evaluation Count: 12 Contractors: 1 Average Evaluation: 3.9

Exit

AMENDMENT NUMBER TWO
TO
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN MIAMI-DADE COUNTY
AND
BROWN AND CALDWELL (CORPORATION)

Agreement No. 07BRCA004

THIS AMENDMENT NUMBER TWO is made and entered into the _____ day of _____, 2014, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and BROWN AND CALDWELL (CORPORATION), a California corporation authorized to do business in the State of Florida and with offices in Miami-Dade County, hereinafter referred to as the "ENGINEER".

WITNESSETH

WHEREAS, the Miami-Dade Water and Sewer Department, hereinafter referred to as the "Department," operates and maintains the County's water and sewer utility systems; and

WHEREAS, on October 11, 2007, the COUNTY and ENGINEER entered into a Non-exclusive Professional Services Agreement, hereinafter referred to as the "Agreement," in the amount of eight million eight hundred thousand dollars (\$8,800,000.00) for a six-year term; and

WHEREAS, on September 17, 2013, the Board of County Commissioners approved Amendment Number One via Resolution R-750-13, which extended the contract term by an additional two (2) years from October 11, 2013 to October 11, 2015; and

WHEREAS, the Agreement requires the ENGINEER to provide engineering and construction management services to upgrade the infrastructure and operations at the Department's North District Wastewater Treatment Plant (the "Plant") and its appurtenant facilities; and

WHEREAS, the Agreement requires the ENGINEER to provide engineering and construction management services, including design services for all Plant upgrades and expansion projects; design services for renewal and replacement projects for the Plant's existing facilities; a complete evaluation for improving the treatment process, operations, and efficiencies such as safety, energy conservation, security, biosolids management, corrosion and assessment management; and a complete evaluation of regulatory requirements; and

WHEREAS, the selection of the Program and Construction Management Services consultant for the federally-mandated Consent Decree is pending, which has consequently set back the selection of the three design consultants needed for engineering services to prepare required deliverables for Consent Decree Projects; and

WHEREAS, the Department has requested, and the ENGINEER has agreed to, continue to provide engineering and construction management services for projects at the Plant that have been identified under the Consent Decree and might be in jeopardy of failing or not meeting changing regulatory requirements and Consent Decree deadlines; and

WHEREAS, additional monies are necessary for the ENGINEER to provide the engineering and construction management services for Consent Decree and renewal and replacement projects; and

WHEREAS, this Amendment Number Two to the Agreement will increase the total compensation by four million five hundred thousand dollars (\$4,500,000.00), from eight million eight hundred thousand dollars (\$8,800,000.00) to thirteen million three hundred thousand dollars (\$13,300,000.00),

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the COUNTY and the ENGINEER hereby agree to the following:

1. Paragraph 6-D of the Agreement is hereby modified to state as follows:

Maximum Compensation: The total of all payments to the ENGINEER pursuant to this Agreement shall not exceed thirteen million three hundred thousand dollars (\$13,300,000.00). No minimum amount of compensation is guaranteed to the ENGINEER.

2. All terms, covenants and conditions of the Agreement not expressly modified or revised herein shall remain in full force and effect.

(This section was intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and date first written above.

ATTEST:

HARVEY RUVIN,
CLERK OF THE BOARD

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Mayor

ATTEST:

BROWN AND CALDWELL (CORPORATION)
A California Corporation (SEAL)

By: Robert Goodson
Robert Goodson, Secretary
Print Name

By: James R. Miller
James R. Miller, President
Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, as President and _____, as Secretary, of _____ Inc, a _____ Corporation, on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

Notary Public

Print Name

Serial Number

Approved by County Attorney
As to form and legal sufficiency:

[Signature]
Assistant County Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On April 2, 2014 before me, Julie Bloxham, Notary Public

personally appeared James E. Miller and

Robert D. Goodson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Julie Bloxham

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____